

# GUIDELINES FOR LARE-FUNDED PROJECT CONTRACTS

## LAKE AND RIVER ENHANCEMENT PROGRAM IDNR DIVISION OF FISH AND WILDLIFE

LARE project sponsors and their consultants/contractors should review the following guidelines prior to developing contract language for LARE-funded projects. Any questions should be directed to the LARE staff person assigned as the project manager. Most consultants have standardized contracts that are adaptable to specific projects. Even though DNR is not a party to the contracts between LARE grant recipients/project sponsors and their consultants, it is essential that those contracts clearly reflect the spirit and terms of the grant awards and that they do not contain language that would conflict with State policies. It is important that proposed contracts be presented to the LARE project manager for review and acceptance prior to signature. For more information, review documents in the online LARE Manual at:

<http://www.in.gov/dnr/fishwild/lare/manual.html>

### 1. **Technical Specifications**

**Standard specifications** – Most details regarding standard sampling procedures and products are outlined in the “scope of services” examples available on the LARE website (e.g., specific sampling time frames for base flow and storm flow samples, tolerance limits for analyses, complete lists of parameters for lake and tributary sampling, handling of voucher specimens). Specifications may vary depending on individual project needs and will be negotiated during contract development.

**Sampling site number and location** – A cost for the maximum number of sampling sites must be clearly stated, recognizing that location and actual number of sampling sites may be limited by weather and site conditions.

**Permits** - State-funded projects are subject to the standard permitting processes for IDNR and U.S. Army Corps of Engineers permits and IDEM certifications or permits. Permit application preparation, submittal, and fees, as needed for project completion, must be included as the contractor's responsibility.

### 2. **Standard Terms and Conditions**

**Charges for late payment** – IDNR cannot accept any contract language related to fees being charged for invoice payment delays beyond 30 days. Although every attempt is made to process payment quickly, the steps may take longer than 30 days. See the payment process description below.

**Confidentiality** - All information provided to the client or LARE staff becomes public information. Sensitive information may be restricted in distribution during the project, but must be made available at any time upon request of state staff. This includes correspondence, field notes, data analyses, and draft documents.

**Ownership and use of documents** - All products created as a result of the project are owned by the State of Indiana. The contractor may not charge the client or agency for reuse of products paid for with state funds. The contractor is not liable for misuse of products.

**Subcontractors and laboratories** - The contract must identify all subcontractors, laboratories and other major product suppliers for the project. Changes may be made with prior written notice and approval from the client and LARE staff. Subcontractors must operate according to the same state standards for all aspects of the project. Subcontracts are subject to the same State review and approval as primary contracts.

**Employment of personnel** - Non-compete agreements or liability for salaries and payment are between the primary contractor and employees or subcontractors. This language should not be included in the project contract or any subcontract. Covenants Not to Compete are disfavored in the law. Subcontracts must not include any language that would preclude potential competitors from doing future business with the state. DNR would disfavor any agreements limiting future employment or ability to pursue work. The contractor may protect itself from having proprietary information used against it.

**Termination of contact** – LARE program participants should be aware that funding of projects is contingent upon the LARE program receiving appropriations through the state budgeting process. LARE grants are awarded only after appropriations occur, to assure that the monies are available in the LARE account. However, although highly unlikely, it is possible that in times of budgetary distress state officials might freeze certain accounts to prevent a budget deficit. If that were to occur with respect to the LARE fund, DNR staff would likely be unable to process contractor invoices and provide reimbursements for services rendered to the sponsor. It would then be the responsibility of the project sponsor and the contractor to determine whether to proceed with the project at the sponsor's expense or cancel the contract. In anticipation of such an occurrence, it would be in the sponsor's best interest to consider inserting a clause in the contract that would indicate what would occur if funds became unavailable.

### **3. Payment Process**

A W-9 form and Direct Deposit information must be provided to the Auditor of State to set up a payment conduit for the project sponsor, since all payments will be made electronically to the sponsor's bank account. This information is purged from the Auditor's database and must be refiled, if it has been two years or longer since the last payment was processed. These two forms must be completed and mail or faxed to IDNR. Fax to 317-232-8150 or mail to the attention of Dorothy Corns, LARE Assistant, 402 W. Washington Street W273, Indianapolis, IN 46204. If the association changes the name and/or address of their contact (treasurer) for mailing invoices and payments, a new W-9 and Direct Deposit form must be submitted. Otherwise everything will continue to go to the past address.

Invoices are sent from the contractor to the association. Do not send duplicate copies to LARE staff, as they cannot be processed without approval by the project sponsor.

The sponsor may forward approved invoices by mail or email.

If by surface mail, a representative of the sponsor organization would provide a signature and date signed on a hard copy of the invoice to signify satisfaction with project progress, and then mail it to DNR staff.

Sending the invoices by email usually expedites the process by several days to weeks. An invoice may be sent as an electronic attachment from the contractor to local sponsors, who can forward them to LARE staff by email with their. The sponsor's representative should note satisfaction with and acceptance of completed work in the text of the email message.

The LARE staff then initiates the payment process and notifies the local sponsor and contractor by email. It may take a few weeks for the direct deposit in the local sponsor's account and resulting payment to the contractor by the sponsor.

It is recommended that the association wait for approval by the state project manager before paying the contractor for completed work. For most projects, payments may be made with state funds before applying the association cost-share towards the end of the project. According to LARE program policy, 15% of the state grant amount is withheld until all final products are received. Final payment is made after overall approval of the work performed, accompanied by a letter to the association stating that the LARE program is satisfied that contractual obligations have been fulfilled.

The LARE program maintains a record of all state payments for each project that is available upon request.

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